



MORTGAGE

1622-340

AMOUNT FINANCED -

WHEREAS (we) Jestine G. Ferguson (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand fully held and bound unto

Carolina Investors, Inc., Pickens, S.C. (hereinafter also styled the mortgagee) in the sum of

\$ 3,990.60 payable in 60 equal installments of \$ 66.51 each, commencing on the

30th day of Sept. 19 83 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee in hand well and truly paid by the said mortgagor, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, and being known and designated as Lot No. 8 of the subdivision known as Eastover, as shown by plat of property made by F.E. Dalton, Engineer, July 1920, and recorded in the PNC Office for Greenville County in Plat Book "F" at page 42, and having the following rates and bounds to-wit; BEGINNING at a point on Beechwood Ave., joint corner of Lots 8 and 9, and running thence with lot No. 9, N. 49-37 E. 160.6 feet, thence S. 54-47 E. 100 feet to a point on Rose Street; thence along Beechwood Ave. 60 feet to the beginning corner.

THIS Being the same property conveyed to Jestine G. Ferguson by deed of Grady L. Stratton, recorded in Deed Book 946, Page 550, PNC Office for Greenville County.

LESS: That certain portion of said property conveyed to Stanley L. & Jeannette W. Davis by deed of Jestine G. Ferguson, recorded 12-6-72 in Deed Book 962, Page 271, PNC Office for Greenville County.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, as in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever

AND I (we), do hereby bind my (our) self and my (our) heirs, executors and administrators, to produce or execute any further necessary assurances of title to the said premises, the title to which is unincumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the same in any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, its (his) heirs, executors, or administrators, shall keep the buildings on said premises, insured against fire or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, its (his) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same at will, with interest thereon, from the date of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereon, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, it shall be the duty of the mortgagor to cause the debt hereby secured to be placed in the hands of an attorney at law to defend, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable attorney's fee, if not less than ten per cent of the amount involved shall, thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS and it is the true intent and meaning of the parties to these Presents, that when the said mortgagee, its (his) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and that all sums of money paid by the said mortgagee, its (his) heirs, successors, or assigns, according to the conditions and agreements of the said Note, and of this mortgage and shall perform all the obligations arising by the true intent and meaning of the said Note and mortgage, then this Deed of Mortgage and Sale shall cease, terminate and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until default of payment shall be made.

WITNESSES my (our) hand and seal, this 17th day of Aug. 19 83

Signed, sealed and delivered in the presence of Jestine G. Ferguson

WITNESS Deane S. Ferguson

WITNESS Deane S. Ferguson

0340

1622-340